Filing at a Glance

Company: Old Republic General Insurance Corporation

Product Name: Old Republic General Liability SERFF Tr Num: LDDX-125210234 State: Arkansas

Rating Plan Filings

TOI: 17.2 Other Liability - Occurrence Only SERFF Status: Closed State Tr Num: AR-PC-07-025132

Sub-TOI: 17.2001 Commercial General Liability Co Tr Num: GL AR0174207F01 State Status:

Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Edith

Roberts

Author: SPI ORChicago Disposition Date: 08-09-2007
Date Submitted: 06-18-2007 Disposition Status: Withdrawn

General Information

Project Name: Old Republic General Liability Rating Plan Filings

Status of Filing in Domicile:

Project Number: GL AR0174207F01

Domicile Status Comments:

Reference Organization: Reference Number:
Reference Title: Advisory Org. Circular:

Filing Status Changed: 08-09-2007

State Status Changed: 06-19-2007 Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

Old Republic General Insurance Corporation is filing Scheduled Deductible Coverage Endorsement CG EN GN 0075 06

07. This endorsement will be used with the Large Risk Alternative Rating Option Plan.

We request an effective date of 08/01/2007.

Company and Contact

Filing Contact Information

Jodi Woods, State Filings Analyst jwoods@oldrepublic.com 307 N. Michigan Avenue (312) 762-4532 [Phone] Chicago, IL 60601 (312) 762-4950[FAX]

Filing Company Information

Old Republic General Insurance Corporation CoCode: 24139 State of Domicile: Illinois

307 N. Michigan Avenue Group Code: 150 Company Type: Chicago, IL 60601 Group Name: State ID Number:

(312) 762-4500 ext. [Phone] FEIN Number: 36-6067575

Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No

Fee Explanation:

Per Company: No

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

Old Republic General Insurance Corporation \$50.00 06-18-2007 14189714

Correspondence Summary

Dispositions

Deductible Coverage Endorsement Filing Notes

Status	Created By	,		Created On	Date Subn	nitted
Withdrawn Objection	Edith Rober		ers	08-09-2007	08-09-2007	7
Objection		0	Data Oalasiii d	Response Lette		Data Oakaritta I
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Edith Roberts	08-08-2007	08-08-2007			
Pending Industry Response	Edith Roberts	08-06-2007	08-06-2007			
Pending Industry Response	Edith Roberts	08-02-2007	08-02-2007	SPI ORChicago	08-06-2007	08-06-2007
Pending Industry Response Amendn	Edith Roberts	06-19-2007	06-19-2007	SPI ORChicago	08-01-2007	08-01-2007
Item	Schedule			Created By	Created On	Date Submitted
Scheduled	Form			SPI ORChicago	06-29-2007	06-29-2007

Subject	Note Type	Created By	Created On	Date Submitted
Request to withdraw filing	Note To Reviewer	SPI ORChicago	08-09-2007	7 08-09-2007
Additional clarification required in order t	ONote To Reviewer	SPI ORChicago	08-08-2007	7 08-08-2007

respond to the objection lette

Please advise of status on this filing.

Note To Reviewer

SPI ORChicago 08-01-2007 08-01-2007

Disposition

Disposition Date: 08-09-2007

Effective Date (New): Effective Date (Renewal):

Status: Withdrawn

Comment:

Rate data does NOT apply to filing.

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Prope Casualty	rty &Withdrawn	Yes
Form (revised)	Scheduled Deductible Coverage Endorsement	Withdrawn	Yes
Form	Scheduled Deductible Coverage Endorsement	Withdrawn	Yes
Form	Scheduled Deductible Coverage Endorsement	Withdrawn	Yes

Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 08-08-2007 Submitted Date 08-08-2007

Dear Jodi Woods,

Dear Mrs. Wynne:

Please respond to your underwriter.

This department has not and will not approve ANY policy language that reduces the limit of liability by a deductible. Logic would only assume that if a Limit of Liability is sold for \$100,000 then the insured is entitled to \$100,000 worth of coverage for claims and if in compliance with the defense outside the limit law, for CLAIMS only and not ALAE. The insured is NOT buying \$100,000 of coverage minus the deductible. This is industry standards and common policy language. The insured bears the amount of the loss to which they have agreed which is the definition of a deductible. The company pays the rest of the claim up to the limit of liability to which the company has AGREED to pay under the policy (limit of liability).

The ALAE is another issue. I have given you the specifics of when we will allow ALAE reimbursement in cases of a Filed and Approved form for large deductibles or risk retention. Otherwise ALAE is part of rate making expenses and are not to be bourne by the insured.

I am confused as to why this particular underwriter suddenly feels the need to find this adverse to policy or industry standards.

Please advise if you intend to amend so that either I may process the filing or disapprove. I respect the opinion of your underwriter if there is a valid point, but it he come to the time when I can no longer advise that the matter can otherwise be resolved except through amendment of the form per our request.

Sincerely,
Edith Roberts
edith.roberts@arkansas.gov <mailto:edith.roberts@arkansas.gov>
Property & Casualty Compliance
Arkansas Insurance Department
3rd and Cross Streets
Little Rock, AR 72201
fax 501-371-2748
office 501-371-2808

Please feel free to contact me if you have questions.

Sincerely,

Edith Roberts

Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 08-06-2007 Submitted Date 08-06-2007

Dear Jodi Woods,

With reference to your response of August 6, your are filing this form under general liability coverage which must comply with AR Code Anno. 23-79-307 (5) (A). The limit of liability MAY NOT be reduced by claims expenses, defense expenses, allocated loss expenses. These are considered Supplementary Payments and may not reduce the limit of liability.

ALAE may ONLY be considered on policies with a large deductible or risk retention and the large deductile or risk retention form must be filed containing the langage as such and that ALAE occurred on any claim under the deductible amount must be repaid.

This form does not indicate that it will be applied to any coverage other than the standard deductible policy. As such, it may not be approved and it does not comply with the aforementioned code.

Please feel free to contact me if you have questions.

Sincerely,

Edith Roberts

Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 08-02-2007 Submitted Date 08-02-2007

Dear Jodi Woods,

I am in receipt of Form CG EN GN 0076 06 07 (pages 2 and 3 are still numbered "0075").

In reviewing I do not see that ANY of my objections have been amended. Page 1 B. 3. was not omitted. Page 2, D. was not omitted...again Deductibles may not in any way reduce the limit of liability. and on Page 3, item B. was not omitted, but merely had wording added and the B. removed to appear as a new paragraph possibly.

I do not understand how the new form amends my objections... please explain.

Please feel free to contact me if you have questions.

Sincerely,

Edith Roberts

Response Letter

Response Letter Status Submitted to State

Response Letter Date 08-06-2007 Submitted Date 08-06-2007

Dear Edith Roberts,

Comments: In response to Objection Letter we attach corrected form CG EN GN 0076 06 07.

Response 1

Comments: In response to Objection Letter we attach corrected form CG EN GN 0076 06 07. We have corrected the form number on page 2 and page 3.

We have reviewed Arkansas Statute 23-79-307. We wish to clarify this endorsement, we are not reducing the policy limit. We are requiring reimbursement of the ALAE. We revised page 2 D to state that the deductible will reduce the applicable Limits of Insurance/Limits of Liability to the extent that it is satisfiled by amounts that are payable under the policy.

Please advise if this now endorsement is acceptable.

No Supporting Documents have changed.

Form Schedule Item Changes

Form NameForm Edition Form Type Action Action Readability

Number Date Specific Score

Data

Scheduled CG EN GN 06 07
Deductible 0076
Coverage
Endorseme
nt

Endorsement/Amendment/Conditions

New

0

No Rate/Rule Schedule Item Changes

Sincerely, SPI ORChicago

Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 06-19-2007 Submitted Date 06-19-2007

Dear Jodi Woods,

This will acknowledge receipt of the captioned filing.

With reference to Form CG EN GN 00 75 06 07, we cannot approve this form for the following reasons:

Page 1, B. 3. must be deleted in it's entirety including the last paragraph. Amounts payable under supplementary payments may not be subject to deductible, neither may the ALAE. Neither of these expense may reduce the limit of liability pursuant to AR Code Anno. 23-79-307 (5) (A).

On Page 2, Item D. must be remove, as deductibles may NOT reduce the limit of liability. Also, Item F. reference to supplementary payments and ALAE must be removed.

On Page 3, , Item B. must remove the wording "including all ALAE as applicable."

Please feel free to contact me if you have questions.

Sincerely,

Edith Roberts

Response Letter

Response Letter Status Submitted to State

Response Letter Date 08-01-2007 Submitted Date 08-01-2007

Dear Edith Roberts.

Comments: Responded to Objection in a filing amendment.

Response 1

Comments: Please advise of status on this filing. We submitted the objection as a filing amendment.

No Supporting Documents have changed.

No Form Schedule items changed.

No Rate/Rule Schedule Item Changes

Sincerely,

SPI ORChicago

Note To Reviewer

Created By:

SPI ORChicago on 08-09-2007 01:33 PM

Subject:

Request to withdraw filing

Comments:

We would like to withdraw this filing.

Thank you for your assistance.

Note To Reviewer

Created By:

SPI ORChicago on 08-08-2007 10:31 AM

Subject:

Additional clarification required in order to respond to the objection lette

Comments:

Ms. Roberts-

Our company underwriter has a few concerns regarding the captioned filing and I need your assistance to clarify the Arkansas Statute.

The legal citation says ALAE may not reduce the limit of liability. It does not say that a deductible in and of itself may not erode the limit of liability.

It does not say that ALAE may not be reimbursed by the insured if that portion of the deductible does not erode the limit of liability.

Please let me know where these rules are outlined so we can ensure that we are in full compliance with the law.

Thank you

Note To Reviewer

Created By:

SPI ORChicago on 08-01-2007 02:03 PM

Subject:

Please advise of status on this filing.

Comments:

Please advise of status on this filing.

Amendment Letter

Amendment Date:

Submitted Date: 06-29-2007

Comments:

Hello,

CG EN GN 0076 06 07 replaces form CG EN GN 0075 06 07in reponse to your objection letter.

Thank you,

Jodi Woods

Changed Items:

Form Schedule Item Changes:

Form	Form	Edition	Form	Action	Replaced	Previous	Readability	Attachments
Name	Number	Date	Type		Form #	Filing #	Score	
Scheduled	CG EN GN	06 07	Form	New			0	CG EN GN
Deductible	0076							0076.PDF
Coverage								
Endorseme	n							
t								

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Withdrawn	Scheduled Deductible Coverage Endorsement	CG EN GN 0076	06 07	Endorseme New nt/Amendm ent/Conditi ons		0.00	CG EN GN 0076.PDF
Withdrawn	Scheduled Deductible Coverage Endorsement	CG EN GN 0075	06 07	Endorseme New nt/Amendm ent/Conditi ons		0.00	CG EN GN 0075.PDF
Withdrawn	Scheduled Deductible Coverage Endorsement	CG EN GN 0076	06 07	Endorseme New nt/Amendm ent/Conditi ons		0.00	CG EN GN 0076 .PDF

OLD REPUBLIC GENERAL INSURANCE CORPORATION

SCHEDULED DEDUCTIBLE COVERAGE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

In consideration of the premium charged, the following provisions apply to the insurance provided by this policy and supercede any provision(s) to the contrary.

SCHEDULE		
Deductible	\$	per occurrence
Deductible Aggregate	\$	
Aggregate rate	per	of

A. Our obligations under the Coverages of the policy to pay damages are subject to a deductible. The deductible is shown in the Schedule.

Our obligations to pay damages apply only to the amount of damages in excess of the deductible shown in the Schedule.

- **B.** The deductible may be satisfied by any combination of the following:
 - 1. Damages and medical expenses payable under the applicable Coverage(s).
 - 2. Other amounts payable under the policy.
 - 3. Amounts payable under Supplementary Payments, which include but are not limited to allocated loss adjustment expenses (ALAE):

Amounts payable under Supplementary Payments, which include but are not limited to
allocated loss adjustment expenses (ALAE) do not satisfy the deductible. In addition to the
Scheduled deductible you are responsible for payment of a proportion of Supplementary
Payments and/or allocated loss adjustment expenses. Your proportion is equal to the ratio
that the deductible amount bears to the total damages and medical expenses paid. If there is
no loss payment your proportion of Supplementary Payments and/or allocated loss
adjustment expenses is 100%.

Amounts payable under Supplementary Payments, which include but are not limited to allocated loss adjustment expenses (ALAE) are included within the deductible amount.

If Supplementary Payments and/or allocated loss adjustment expenses are not described in the policy, Supplementary Payments and/or allocated loss adjustment expenses are costs associated with the investigation or settlement of any claim or "suit" against an insured which can be directly allocated to a particular claim. This includes but is not limited to defense costs, attorneys' fees, premiums for appeal and bail bonds, prejudgment and post judgment interest, expenses incurred by the insurer, first aid expenses, medical cost containment expenses, and reasonable travel expenses incurred by the insured at our request when assisting in the investigation or settlement of any claim or "suit". ALAE shall not include the salaries of our employees who are involved in the investigation, administration, adjustment, and settlement of claims, nor of any of our general operating expenses.

- **C.** The deductible will apply on the same basis as the Coverage(s) Limits of Insurance/Limit of Liability applicable to the claim or "suit" regardless of the number of persons or organizations who sustain damages.
- **D.** The deductible will reduce the applicable Limits of Insurance/Limits of Liability to the extent that it is satisfied by amounts that are payable under the policy.
- **E.** The terms of this insurance, including those with respect to your duties in the event of an "occurrence", offense, claim or "suit" apply irrespective of the application of the deductible.

F. Policy Period Aggregate

The amount shown in the Schedule as Deductible Aggregate is the most you must reimburse us for the sum of all losses within the deductible for policies shown in the schedule. Supplementary payments and/or Allocated loss adjustment expenses are included in the aggregate in the same manner as the deductible is satisfied. If the pro-rata option is selected, only indemnity payments will erode the aggregate limit.

If we cancel the policy or this endorsement, the aggregate will be reduced by the pro-rate portion of the amount equal to the time remaining in the policy period.

The aggregate will not be reduced if:

this endorsement is issued for a term of less than (1) year; or

the policy or this endorsement is canceled for any reason by you before the end of the policy period including your failure to pay the premium.

At our option, we will change the amount of the aggregate at the time of final audit, when there is a variance of your actual premium basis to the amount reported to us at the outset of this policy. The amount of change to the aggregate will be proportionate to the change in basis but will never be less than that shown on the Schedule.

You must:

Pay all premiums for which you are responsible under this policy, and

B. Reimburse us within 30 days after we send you notice that payment is due for any such amounts that we pay or advance. If you fail to fully reimburse us we may cancel the

policy, for reasons other than nonpayment of premium, as provided in Common Policy Conditions. A. Cancellation.

In the event of cancelation, collected and unearned premium will be returned in conjunction with our manual rules, less any uncollected advances paid for losses within the deductible including allocated loss adjustment expenses. We may keep the amount of unearned premium that will reimburse us for the payments we made. These rights are in addition to other rights we have to be reimbursed.

The following provisions apply to the policy and supercede any provisions to the contrary.

Recovery From Others

We have your rights and the rights of persons entitled to the benefits of this insurance to recover all advances and payments, including those within the Loss Reimbursement Amount(s) from anyone liable for the injury. You will do everything necessary to protect those rights for us and to help us enforce them. If we recover any advance or payment made under this policy from anyone liable for the injury, the amount we recover will first be applied to any payments made by us on this injury in excess of the Loss Reimbursement Amount(s); only then will the remainder of the recovery, if any, be applied to reduce the Loss Reimbursement Amount(s) paid or reimbursed or reimbursable by you on this injury.

2. Security

We require security or collateral from you in such amounts as negotiated by us and you. Failure to provide or maintain any such security shall be treated as failure to pay premium when due.

Named Insured			
Policy Number		Endorsement No.	
Policy Period	to	Endorsement Effective Date:	
Producer's Name:			
Producer Number:			

AUTHORIZED REPRESENTATIVE	DATE

OLD REPUBLIC GENERAL INSURANCE CORPORATION

SCHEDULED DEDUCTIBLE COVERAGE ENDORSEMENT

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COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

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SCHEDULE		
Deductible	\$	per occurrence
Deductible Aggregate	\$	
Aggregate rate	per	of

A. Our obligations under the Coverages of the policy to pay damages are subject to a deductible. The deductible is shown in the Schedule.

Our obligations to pay damages apply only to the amount of damages in excess of the deductible shown in the Schedule.

- **B.** The deductible may be satisfied by any combination of the following:
 - 1. Damages and medical expenses payable under the applicable Coverage(s).
 - 2. Other amounts payable under the policy.
 - 3. Amounts payable under Supplementary Payments, which include but are not limited to allocated loss adjustment expenses (ALAE):

Amounts payable under Supplementary Payments, which include but are not limited to
allocated loss adjustment expenses (ALAE) do not satisfy the deductible. In addition to the
Scheduled deductible you are responsible for payment of a proportion of Supplementary
Payments and/or allocated loss adjustment expenses. Your proportion is equal to the ratio
that the deductible amount bears to the total damages and medical expenses paid. If there is
no loss payment your proportion of Supplementary Payments and/or allocated loss
adjustment expenses is 100%.

Amounts payable under Supplementary Payments, which include but are not limited to allocated loss adjustment expenses (ALAE) are included within the deductible amount.

If Supplementary Payments and/or allocated loss adjustment expenses are not described in the policy, Supplementary Payments and/or allocated loss adjustment expenses are costs associated with the investigation or settlement of any claim or "suit" against an insured which can be directly allocated to a particular claim. This includes but is not limited to defense costs, attorneys' fees, premiums for appeal and bail bonds, prejudgment and post judgment interest, expenses incurred by the insurer, first aid expenses, medical cost containment expenses, and reasonable travel expenses incurred by the insured at our request when assisting in the investigation or settlement of any claim or "suit". ALAE shall not include the salaries of our employees who are involved in the investigation, administration, adjustment, and settlement of claims, nor of any of our general operating expenses.

- **C.** The deductible will apply on the same basis as the Coverage(s) Limits of Insurance/Limit of Liability applicable to the claim or "suit" regardless of the number of persons or organizations who sustain damages.
- **D.** The deductible will reduce the applicable Limits of Insurance/Limits of Liability to the extent that it is satisfied by amounts that are payable under the policy.
- **E.** The terms of this insurance, including those with respect to your duties in the event of an "occurrence", offense, claim or "suit" apply irrespective of the application of the deductible.

F. Policy Period Aggregate

The amount shown in the Schedule as Deductible Aggregate is the most you must reimburse us for the sum of all losses within the deductible for policies shown in the schedule. Supplementary payments and/or Allocated loss adjustment expenses are included in the aggregate in the same manner as the deductible is satisfied. If the pro-rata option is selected, only indemnity payments will erode the aggregate limit.

If we cancel the policy or this endorsement, the aggregate will be reduced by the pro-rate portion of the amount equal to the time remaining in the policy period.

The aggregate will not be reduced if:

this endorsement is issued for a term of less than (1) year; or

the policy or this endorsement is canceled for any reason by you before the end of the policy period including your failure to pay the premium.

At our option, we will change the amount of the aggregate at the time of final audit, when there is a variance of your actual premium basis to the amount reported to us at the outset of this policy. The amount of change to the aggregate will be proportionate to the change in basis but will never be less than that shown on the Schedule.

You must:

Pay all premiums for which you are responsible under this policy, and

B. Reimburse us within 30 days after we send you notice that payment is due for any such amounts that we pay or advance. If you fail to fully reimburse us we may cancel the

policy, for reasons other than nonpayment of premium, as provided in Common Policy Conditions. A. Cancellation.

In the event of cancelation, collected and unearned premium will be returned in conjunction with our manual rules, less any uncollected advances paid for losses within the deductible including allocated loss adjustment expenses. We may keep the amount of unearned premium that will reimburse us for the payments we made. These rights are in addition to other rights we have to be reimbursed.

The following provisions apply to the policy and supercede any provisions to the contrary.

Recovery From Others

We have your rights and the rights of persons entitled to the benefits of this insurance to recover all advances and payments, including those within the Loss Reimbursement Amount(s) from anyone liable for the injury. You will do everything necessary to protect those rights for us and to help us enforce them. If we recover any advance or payment made under this policy from anyone liable for the injury, the amount we recover will first be applied to any payments made by us on this injury in excess of the Loss Reimbursement Amount(s); only then will the remainder of the recovery, if any, be applied to reduce the Loss Reimbursement Amount(s) paid or reimbursed or reimbursable by you on this injury.

2. Security

We require security or collateral from you in such amounts as negotiated by us and you. Failure to provide or maintain any such security shall be treated as failure to pay premium when due.

Named Insured			
Policy Number		Endorsement No.	
Policy Period	to	Endorsement Effective Date:	
Producer's Name:			
Producer Number:			

AUTHORIZED REPRESENTATIVE	DATE

Rate Information

Rate data does NOT apply to filing.

Supporting Document Schedules

Review Status:

Satisfied -Name: Uniform Transmittal Document-

Property & Casualty

Withdrawn

08-09-2007

Comments:

Attachment:

AR - NAIC P&C TRANSMITTAL DOCUMENT.PDF

Property & Casualty Transmittal Document

3.	Reserved for Insurance I Use Only Group Name	Dept.	a. Date th b. Analyst c. Disposi d. Date of e. Effectiv	e filing is tion: disposit e date con Bus Renewa iling #: Filing #	siness I Business				Group NAIC #
ა.	Old Republic Insurance Grou	ın							0150
4.	Company Name(s)	ip			Domicile	NAIC #	FEIN :	#	State #
4.	Old Republic General Insura	nco Corn	oration			24139	36-606		State #
	Oiu Republic General Insura	nce corp	uraliuli		IL	24139	30-000	01010	
5.	Company Tracking Number	r	GL AF	R017420	7F01				
Conta	ct Info of Filer(s) or Corpora	te Office	r(s) [includ	le toll-fre	e number]				
6.	Name and address		itle		hone #s	FAX	#		e-mail
	Jodi L. Woods 307 N. Michigan Avenue Chicago IL 60601		Filings alyst		621-0365 . 4532	312-762	-4950	jwoods	s@oldrepublic.com
7. 8.	Signature of authorized file Please print name of authorized		er	V	cei Woods	/			
	•								
Filing 9.	Information (see General Ins Type of Insurance (TOI)	tructions	ior descript		hese fields) ther Liability	- Occurre	nce Only	./	
10.	Sub-Type of Insurance (Su	b-TOI)			1 Commerci				
11.	State Specific Product cod	e(s) (if							
40	applicable) [See State Specific								
12. 13.	Company Program Title (M Filing Type	arketing I	itle)	□ Bot	o/Loop Cost		lules		Rates/Rules
13.				⊠ For	e/Loss Cost ms hdrawal	□ c	ombina	tion Rate	es/Rules/Forms
14.	Effective Date(s) Requeste	d		New:	08/01/07		Ren	ewal:	08/01/07
15.	Reference Filing?	oppliaaki	2)	☐ Yes	S 🛛 No				
16. 17.	Reference Organization (if Reference Organization # 8		<i>□)</i>						
18.	Company's Date of Filing	A 11110		06/18/0	07				
19.	Status of filing in domicile					Pending	☐ Aut	horized	Disapproved

PC TD-1 pg 1 of 2 © 2007 National Association of Insurance Commissioners

Property & Casualty Transmittal Document

20.	This filing transmittal is part of Company Tracking #	GL AR0174207F01

21. Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]

Old Republic General Insurance Corporation is filing Scheduled Deductible Coverage Endorsement CG EN GN 0075 06 07. This endorsement will be used with the Large Risk Alternative Rating Option Plan.

We request an effective date of 08/01/2007.

22.	Filing Fees (Filer must provide check # and fee amount if applicable.)
	[If a state requires you to show how you calculated your filing fees, place that calculation below]
	Check #:
	Amount:

Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.

PC TD-1 pg 2 of 2

^{***}Refer to each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)

Superseded Attachments

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Original Date:	Schedule	Document Name	Replaced Date	Attach Document
No original date	Form	Scheduled Deductible Coverage	06-18-2007	CG EN GN 0075.PDF

OLD REPUBLIC GENERAL INSURANCE CORPORATION

SCHEDULED DEDUCTIBLE COVERAGE ENDORSEMENT

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COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

In consideration of the premium charged, the following provisions apply to the insurance provided by this policy and supercede any provision(s) to the contrary.

SCHEDULE	
Deductible	\$ per occurrence
Deductible Aggregate	\$
Aggregate rate	. per of

POLICIES SUBJECT TO AGGREGATE	

A. Our obligations under the Coverages of the policy to pay damages are subject to a deductible. The deductible is shown in the Schedule.

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 - 2. Other amounts payable under the policy.
 - 3. Amounts payable under Supplementary Payments, which include but are not limited to allocated loss adjustment expenses (ALAE):

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allocated loss adjustment expenses (ALAE) do not satisfy the deductible. In addition to the
Scheduled deductible you are responsible for payment of a proportion of Supplementary
Payments and/or allocated loss adjustment expenses. Your proportion is equal to the ratio
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- **D.** The deductible will reduce the applicable Limits of Insurance/Limits of Liability.
- **E.** The terms of this insurance, including those with respect to your duties in the event of an "occurrence", offense, claim or "suit" apply irrespective of the application of the deductible.

F. Policy Period Aggregate

The amount shown in the Schedule as Deductible Aggregate is the most you must reimburse us for the sum of all losses within the deductible for policies shown in the schedule. Supplementary payments and/or Allocated loss adjustment expenses are included in the aggregate in the same manner as the deductible is satisfied. If the pro-rata option is selected, only indemnity payments will erode the aggregate limit.

If we cancel the policy or this endorsement, the aggregate will be reduced by the pro-rate portion of the amount equal to the time remaining in the policy period.

The aggregate will not be reduced if:

this endorsement is issued for a term of less than (1) year; or

the policy or this endorsement is canceled for any reason by you before the end of the policy period including your:

failure to pay the premium; or

failure to reimburse us for our payment of a claim or occurrence within the Loss Reimbursement Amount(s) of this policy.

At our option, we will change the amount of the aggregate at the time of final audit, when there is a variance of your actual premium basis to the amount reported to us at the outset of this policy. The amount of change to the aggregate will be proportionate to the change in basis but will never be less than that shown on the Schedule.

You must:

Pay all premiums for which you are responsible under this policy, and

Reimburse us for any such amounts that we pay or advance upon receipt of a billing from us.

- a. If you fail to do so, we may, at our option, cancel this policy for nonpayment of premium in accordance with the Cancellation Condition.
- b. In the event of cancellation, collected and unearned premium will be returned in conjunction with our manual rules, less any uncollected advances paid for losses within the Loss Reimbursement including allocated loss adjustment expenses as applicable.

The following provisions apply to the policy and supercede any provisions to the contrary.

Recovery From Others

We have your rights and the rights of persons entitled to the benefits of this insurance to recover all advances and payments, including those within the Loss Reimbursement Amount(s) from anyone liable for the injury. You will do everything necessary to protect those rights for us and to help us enforce them. If we recover any advance or payment made under this policy from anyone liable for the injury, the amount we recover will first be applied to any payments made by us on this injury in excess of the Loss Reimbursement Amount(s); only then will the remainder of the recovery, if any, be applied to reduce the Loss Reimbursement Amount(s) paid or reimbursed or reimbursable by you on this injury.

2. Security

We require security or collateral from you in such amounts as negotiated by us and you. Failure to provide or maintain any such security shall be treated as failure to pay premium when due.

Named Insured			
Policy Number		Endorsement No.	
Policy Period	to	Endorsement Effective Date:	
Producer's Name:			
Producer Number:			

AUTHORIZED REPRESENTATIVE	DATE